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RN / 5435

AGREEMENT

between

**THE BOARD OF EDUCATION
OF
LAKELAND CENTRAL SCHOOL DISTRICT
of Shrub Oak, New York**

and the

**LAKELAND FEDERATION OF NURSES
AFFILIATED WITH THE LAKELAND FEDERATION OF
TEACHERS**

Local 1760

American Federation of Teachers

AFL-CIO

JULY 1, 2005 - JUNE 30, 2008

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This Agreement, made August 2005, by and between the Board of Education, Lakeland Central School District of Shrub Oak, hereinafter called the "Board," and the Lakeland Federation of Nurses, affiliated with the Lakeland Federation of Teachers, Local 1760, AFT, AFL-CIO, hereinafter called the "Federation."

ARTICLE I

Recognition

- A. The Board heretofore recognized the Lakeland Federation of Teachers, Local 1760, as the exclusive and sole bargaining representative for all registered nurses and registered nurse supervisors. The term "nurse" or "nurses" when used hereinafter in this Agreement, shall refer to all school registered nurses and school registered nurse supervisors represented by the Federation in the bargaining or negotiating unit.

ARTICLE II

Nurses' Rights

- A. Every nurse as defined in Article I of this Agreement, employed by the Board, shall have the right to freely organize, join and support the Federation for the purpose of engaging in collective bargaining or negotiation and the administration of grievances arising there under.
- B. The rights granted to nurses shall be deemed to be in addition to those provided by the N.Y.S. Civil Service Law.
- C. Private and personal life of a nurse is not a concern of the Board unless it has an impact on the professional performance of the nurse.
- D. The provisions of this Agreement shall be applied without discrimination as to race, creed, religion, color, national origin, age, sex or marital status.

ARTICLE III

Deductions for Professional Dues

- A. Within 60 calendar days of the school year's beginning, nurses may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Federation.

- B. The amount of such deduction from each regular paycheck shall be indicated to the Board by the Federation and the Board agrees to remit to the Federation all monies so deducted, accompanied by a list of nurses from whom the deductions have been made.

ARTICLE IV

School Calendar and Work Hours

- A. The work year for the nurses shall be the same as the teaching staff of the building to which they are assigned. The 2005-2006 school calendar is appended as Appendix A. The 2006-2007 school calendar is appended as Appendix B. The 2007-2008 calendar will be appended as Appendix C. If a nurse works authorized days in excess of the regularly scheduled Lakeland District school days, she will be compensated at a per diem rate of 1/200th. In the event a nurse is assigned to a non-public school building and she works less than the regularly scheduled Lakeland District school days, she may be reassigned to a Lakeland school building.
- B. The length of the nurses' day shall be seven (7) hours fifteen (15) minutes. Nurses are expected to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention, except on Fridays or on days preceding holidays or vacations; provided, however, that nurses shall work their regular work hours on said reduced hours days if students remain for activities in their buildings beyond the general dismissal time. Early dismissal shall apply on said reduced hours days if the only students present at the campus are accompanied by an AED certified coach." Each full-time nurse shall be entitled to a coffee break not to exceed fifteen minutes daily.
- C. Uninterrupted lunch period shall be equal to the practice in the particular school building to which the nurse is assigned except in emergency circumstances.
- D. All nurses shall be present in the school building during all hours of their workday. In case of a personal emergency, a nurse shall be free to leave his or her building during the school day, with notification of and agreement by the Building Principal.
- E. The school calendars for the 2004 –2005 school year adopted by the Board of Education shall be 185 days.

Effective July 1, 2004, the school calendar adopted by the Board of Education shall be 185 days, four (4) of which shall be extended to include staff development sessions of no longer than three (3) hours each beyond the nurses' normal school day as stipulated in Article VIII Section A. Such sessions shall be planned by the District's Curriculum Council and shall occur only on a Monday, Tuesday, Wednesday, or Thursday not immediately preceding a holiday. The Board shall consult with the Federation, at the

time the school calendar is established, in determining the particular dates for these staff development sessions.

Effective July 1, 2005, the school calendar adopted by the Board of Education shall be 184 days, four (4) of which shall be extended to include staff development sessions of no longer than three (3) hours each beyond the nurses' normal school day as stipulated in Article VIII Section A. Such sessions shall be planned by the District's Curriculum Council and shall occur only on a Monday, Tuesday, Wednesday, or Thursday not immediately preceding a holiday. The Board will consult with the Federation, at the time the school calendar is established, in determining the particular dates for these staff development sessions.

If it does not become necessary for the Superintendent to close schools on any regularly scheduled school days provided for in the aforementioned school calendars by the close of school on the Thursday, preceding the Memorial Day weekend of each of the years covered by this agreement, said weekend shall be extended by one day.

New hires may be required to attend, before they begin their nursing service in the District, up to three (3) District-conducted conference days before the beginning of the school year, and two (2) training days before the beginning of the second school year of employment.

ARTICLE V

Insurance Protection

- A. Comprehensive general liability insurance covering nurses and to the extent required by section 3023 of the Education Law, in limits of bodily injury liability 200,000-\$500,000; property damage liability \$10,000-425,000.
- B.1 Effective July 1, 2002, the Putnam/Northern Westchester Health Insurance Plan ("the Plan"), attached hereto as Appendix E and made a part hereof, is the agreed upon medical health insurance program under this agreement. Effective July 1, 2006, the bargaining unit members will pay six (6%) percent towards the cost of individual and family health insurance premiums and seven (7%) percent effective July 1, 2007. The District shall implement a Section 125 Internal Revenue Code premium-only plan effective July 1, 2003.
- B.2 For nurses employed by the District on and after July 1, 1989, the Board agrees to provide a hospitalization and major medical health insurance program covering eligible nurses and their dependents on a shared cost basis for part-time nurses appointed to regular positions. Excluded from this hospitalization and major medical health insurance program are substitute nurses and any others not employed or expected to work on a

continuing basis year after year. Additionally, to be eligible, any nurse must have annual earnings of \$5,000 or more for the school year, not including longevity or extra pay assignments, based on his/her annual contract salary. The District shall implement a Section 125 Internal Revenue Code premium-only plan effective July 1, 2003.

The shared cost schedule for eligible nurses is as follows:

<u>Nurses' Full Time Equivalent</u>	<u>District Share</u>	<u>Nurse Share</u>
1.0 (Full-time .6 or more but Less than 1.0 Less than .6	95% 75% 50%	5% 25% 50%

Full-time equivalent shall be the same as is determined for payroll purposes.

Effective July 1, 2006, the full-time equivalent bargaining unit members will pay six (6%) percent towards the cost of individual and family health insurance premiums and seven (7%) percent effective July 1, 2007. Nurses eligible to participate on a shared cost basis and who opt to enroll in the District's hospitalization and major medical health insurance program are required to and shall execute a payroll deduction form authorizing the School District to deduct the employees' share of the annual cost of the hospitalization and major medical health insurance program from their paychecks throughout the school year.

- B.3 Effective July 1, 2005, full-time (1.0 FTE) nurses eligible for the District's hospitalization and major medical health insurance program who opt to decline this coverage or reduce their coverage from dependent to individual coverage, will be paid a sum equal to one-half (1/2) of the savings realized by the District for such change in coverage or \$5,500.00, whichever is less. Full-time nurses hired on or after July 1, 2005 and those on staff before July 1, 2005 who are first seeking the health insurance buy-out benefit after said date who are eligible for the District's hospitalization and major medical health insurance program who opt to decline this coverage or reduce their coverage from dependent to individual coverage, will be paid a sum equal to lesser of one-quarter (1/4) of the savings realized by the District for such change in coverage or \$5,500.00. Payment for exercising this option shall be made within sixty (60) days of the implementation of the coverage change. Such payment shall be prorated based on the number of calendar months the coverage change was in effect during the July 1 through June 30 school year. Exercise of this option shall be effective for a minimum of one calendar year (twelve months) and after such year a nurse may opt, upon thirty (30) days prior written notice to the District's Director of Human Resources to return to the level of coverage to which he/she is otherwise eligible. In such event, the District shall have the right to recover the

savings paid to the nurse but not realized by the District, by means of payroll deduction. In the event of the death of, or the divorce or legal separation from, the nurse's spouse or other person providing hospital/major medical coverage for such nurse, the minimum initial requirement of one calendar year (twelve months) for reduced or declined coverage shall be waived by the Superintendent, upon written request of such nurse.

- C. Health Benefits Consortium (See Appendix E)
- D. The Board will contribute the sum of \$160 per eligible nurse per year to the Trustees for the Lakeland Federation of Teachers, Local 1760 Dental Fund (name changed to Lakeland Employees Trust Fund) toward the purchase of dental insurance benefits for such nurses and their dependents under and pursuant to the provisions of the Agreement between the Board and the Union dated June 25, 1971, as amended, and the "Agreement and Declaration of Trust, Lakeland Federation of Teachers, Local 1760 Dental Fund," dated June 24, 1971, as amended.

The Board will contribute the additional sum of \$810.00, effective July 1, 2005, and \$870.00, effective July 1, 2006, per eligible nurse per year in the school year for a total sum of \$970.00, effective July 1, 2005, and \$1,030.00, effective July 1, 2006, to the Trustees of the Lakeland Employees Trust Fund in order to establish a welfare fund for the purchase of dental and expanded dental insurance benefits, catastrophic health insurance, life insurance, eye glasses and other related benefits as may be added subject to the prior written approval of the Board, for such eligible teachers and their dependents under and pursuant to the provisions of this Agreement between the Board and the Union dated June 24, 1971, as amended, and the "Agreement and Declaration of Trust, Lakeland Federation of Teachers, Local 1760 Dental Fund" (name changed to Lakeland Employees Trust Fund), dated June 24, 1971, as amended. The Board agrees to permit the necessary amendments to the foregoing Agreement and Agreement and Declaration of Trust to reflect said change in name and benefits.

- E. A nurse who is absent from work because of an occupational injury or disease, as defined in the Workmen's Compensation Law, incurred in the performance of her/his duty, may use up to six months of accrued sick leave while the disability renders her/him unable to perform the duties of the position, and such sick leave will not be charged against her/his accrued sick leave allowance provided, that the nurse shall pay over to the Board, all Workmen's Compensation benefits she/he receives due to such absence from work.

ARTICLE VI

Nurses' Protection

- A. Board will provide legal counsel and legal defense as a result of a complaint or lawsuit

commenced against a nurse arising out of lawful action taken by a nurse in pursuit of her/his employment. Time spent by the nurse in connection with said complaint or lawsuit shall not be charged to her/his leave time.

- B. The nurse will be notified of any written complaint lodged against her/him.

Article VII

Illness or Disability

At the beginning of each school year each full-time school nurse shall be credited with a twelve (12) day sick leave allowance for the first four years of service and a fifteen (15) day sick leave allowance after four years of service prorated for part time nurses, to be used for absences caused by illness or physical disability of the nurse.

The unused portion of the above-mentioned allowance shall accumulate from year to year to a maximum of 190 days. On the opening day of school, all nurses shall receive a copy of the school calendar, the pay period schedule and a notice of the number of sick days as of the preceding June 30.

Article VIII

Evaluation

The District and the LFN shall establish a joint committee to create an evaluation format to be used to evaluate bargaining unit members. The committee shall be comprised of two representatives selected by the LFN and two members selected by the Superintendent of Schools. The format shall be presented to the parties by no later than April 1, 2003.

Nurses will be given a copy of all written observations and/or evaluations of their performance and an opportunity for conference. Each member of the negotiations unit shall be evaluated at least annually. The evaluation will be performed by the Building Principal in consultation with the supervising nurse.

Article IX

Personnel File

Nurses shall have the right to review those contents of their personnel files which have been received by the School District, or dated, subsequent to the date of their respective actual employment in the District.

Article X

Grievance Procedure

Section 1 - Definition

A "grievance" is a complaint by any nurse or group of nurses in the bargaining unit concerning an alleged misinterpretation or misapplication of an express provision of this Agreement.

Section 2 - Time Limits

- (a) Since it is important that grievances be processed as rapidly as possible, the number of days permitted to any party at any step should be considered a maximum and every effort should be made by all parties to expedite the process.
- (b) No written grievance will be entertained at Step 2 or thereafter, as described below, and such grievance will be deemed waived, unless such written grievance is forwarded at Step 2 within thirty (30) school days after the nurse knew or should have known of the act or condition on which the grievance is based.
- (c) If a decision on a grievance is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding step and further appeal shall be barred.
- (d) Failure by a party at any step of the grievance procedure to meet or to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal by the other party at the next step of the procedure within the time which would have been allotted had the decision been given.
- (e) The time limits specified for either party may, however, be extended by mutual agreement.
- (f) In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to any person or party, the time limits set forth herein will be reduced by agreement so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

Section 3 - Purpose and General Procedures

- (a) The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.
- (b) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared. The Superintendent shall then print appropriate supplies of such documents and give them appropriate distribution so as to facilitate operation of the grievance procedure.
- (c) Decisions rendered at each step of the grievance procedure shall be in writing, setting forth the decision and the supporting reasons therefore, and will be promptly transmitted to the Federation representatives processing the grievance at such step and to the nurse initiating the grievance.
- (d) If a grievance affects a group or class of nurses and appears to arise from the alleged action of authority higher than the principal of a school or is associated with system wide policies, it may be submitted directly at Step 2, to be described below.
- (e) All documents, communications and records, dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, provided that this shall not be construed to prohibit including in the personnel files a notation of the final action as to a grievance determined adversely to the nurse. The nurse and her/his representative shall be entitled to copies of the entire file.
- (f) Investigation of grievances as may be required by the special circumstances of the case shall be conducted during the hours of employment. In the course of such investigation, representatives of the Federation will advise the principal of the building being visited of the purpose of the visit immediately upon arrival. Unless an emergency exists, classroom activities shall not be interrupted and every effort will be made to avoid involvement of student in any phases of the grievance procedure.
- (g) Nothing contained herein will be construed as limiting the right of any nurse having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Federation provided: (1) the adjustment is not inconsistent with the terms of this Agreement; and (2) if the nurse desires, the Federation has been given an opportunity to be present at such adjustment and to state its views on the grievance.

Section 4 - Step 1: Principal or Immediate Supervisor

A nurse with a grievance will first discuss it with her principal or immediate supervisor, either directly or, if the nurse wishes, through the Federation's Building Representative with the objective of resolving the matter informally. If the nurse submits the grievance through the Building Representative, the nurse may also be present during the discussion

of the grievance at this step. If the grievance cannot be resolved informally, it shall be reduced to writing and presented to the principal or immediate supervisor. Within seven (7) school days after the written grievance is referred to him, the principal or immediate supervisor shall render a decision thereon.

Section 5 - Step 2: Superintendent

- (a) If the nurse initiating the grievance is not satisfied with the disposition of the grievance at Step 1, the nurse may present the grievance to the Federation.
- (b) If the Federation approves the further processing of the grievance, the Building Representative shall file an appeal of the grievance in writing, together with copies of the grievance and the decision at Step 1, with the Superintendent within fifteen (15) school days after the decision at Step 1.
- (c) Within five (5) school days after the receipt of the appeal, the Superintendent or his designee at the central office level will meet with representatives of the Federation in an effort to resolve the grievance.
- (d) Within seven (7) school days after such meeting, the Superintendent shall render a decision on the grievance.

Section 6 - Step 3: Board of Education

- (a) If the Federation is not satisfied with the disposition of the grievance at Step 2, the President or his designee may file an appeal in writing, together with copies of the grievance and the decisions at Steps I and 2, with the full membership of the Board within fifteen (15) school days after the decision at Step 2. A copy of the appeal shall simultaneously be submitted to the Superintendent.
- (b) No later than the next regularly scheduled meeting of the Board which is not less than seven (7) calendar days after the filing of the appeal or at a special meeting of the Board called earlier for such purpose, the Board shall consider the grievance. An appropriate representative selected by the Federation shall be heard on behalf of the Federation by the Board.
- (c) Within five (5) school days after such meeting, the Board shall render a decision on the grievance.

Section 7 - Step 4: Non-Binding Advisory Arbitration

- (a) If the Federation is not satisfied with the disposition of the grievance at Step 3, the Federation may submit the grievance to non-binding advisory arbitration by written

notice to the Board within ten (10) school days after the decision at Step 3.

- (b) Within five (5) school days after such written notice of submission to non-binding advisory arbitration, the Board and the Federation will agree upon a mutually acceptable arbitrator and will obtain a commitment for said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in selection of an arbitrator.
- (c) The arbitrator so selected will hear the matter promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusion on the issues submitted.
- (d) The arbitrator shall limit his decision strictly to the interpretation or application of the express provision of this agreement submitted to him and he shall be without power or authority to make any decision:
 - 1. contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement, or of applicable law, or rules or regulations having the force and effect of law;
 - 2. involving Board discretion or Board policy under the provisions of this agreement, under Board rules or regulations, under regulations having the force and effect of law, or under applicable law;
 - 3. limiting or interfering in any way with the powers, duties and responsibilities of the Board or the Superintendent of Schools under the Board's rules or regulations, applicable law and rules and regulations having the force and effect of law.
- (e) The decision of the arbitrator will be advisory only and not binding on the parties.
- (f) The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Board and the Federation.

ARTICLE XI

Professional Compensation

- A. Authorized days worked in excess of the regularly scheduled school days will be paid for at 1/200th rate on salary schedule in effect July 1 of that school year.

- B. Nurses required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance equal to the maximum rate allowed by the IRS for private passenger vehicles. The same allowance shall be given for use of personal automobile if required for approved field trips or other approved business of the District.
- C. Nurses participating in non-school day trips shall be paid \$77.92 per day effective July 1, 1999; \$82.11 per day effective July 1, 2000; and \$85.72 per day effective July 1, 2001. Any such non-school day trip shall be approved by the building Principal. When non school day trips are mandated by the School District and require the participation of a nurse, such nurse shall be paid at the rate of 1/2 of 1% of her base salary per trip.

A nurse who is assigned to and participates in outdoor education overnight camping trip programs and overnight school day trips will be paid the per diem rate set forth above in paragraph "C", provided the nurse is present during the entire assignment, including the total overnight portion. Example: If such a trip includes two overnight stays, a nurse who is present during the entire overnight stay will receive an amount equal to two times the rate set forth in paragraph "C" above. Nurses will not be paid for participating in the overnight portion of non-school day trips.

D. **School Registered Nurse Salary Schedules**

Salary Increases: 3.5% effective July 1, 2005; 3.5% effective July 1, 2006 and 3.75% effective July 1, 2007.

STEP	2005 – 2006	2006 - 2007	2007 – 2008
1	34,931	36,154	37,492
2	36,253	37,522	38,910
3	37,923	39,251	40,703
4	39,602	40,988	42,505
5	41,288	42,733	44,314
6	42,964	44,468	46,113
7	44,642	46,204	47,914
8	46,319	47,941	49,714
9	47,997	49,677	51,515
10	49,675	51,413	53,316

In the event the District exercises its option to employ a School Nurse Supervisor, such individual will hold at least a 'registered nurse' license and will simultaneously be employed as a school nurse in the Lakeland Central School District and will be compensated at the appropriate step of the School Registered Nurses' salary schedule, plus a 20% differential in acknowledgment of the School Nurse Supervisor's duties and

responsibilities.

E. Longevity Payments

When a nurse has commenced the required years of service in the School District, as indicated below, she shall receive annually the longevity increment indicated below for the four years of this Agreement, as follows:

Effective July 1, 1999 – at the commencement of the 15th year of service in the School District - \$1000.00; at the commencement of the 20th year of service in the School District - \$2000.00 (cum. \$3000.00); at the commencement of the 25th year of service in the School District - \$1000.00 (cum. \$4000.00).

Effective July 1, 2006 - at the commencement of the 15th year of service in the School District - \$1,300.00; at the commencement of the 20th year of service in the School District - \$2,500.00 (cum. \$3,800.00); at the commencement of the 25th year of service in the School District - \$1,700 (cum. \$5,200.00).

Effective July 1, 1995, there shall be a special annual longevity payment of \$700 per school year paid to Step 10 as of the 1994-95 salary schedule during that year.

F. The School District shall make available two payroll plans. The features of the plans shall be as follows:

1. Effective July 1, 2000, all nurses shall be paid semi-monthly (e.g., 15th and 30th each month) except in September whereby they will be paid during the first and third weeks of the month.
2. The first payroll plan shall provide equal installments throughout the school year.
3. The second payroll plan shall provide installments at the rate of 1/24 of the nurse's annual salary with the remainder paid on the last pay date in June of the school year.
4. Effective July 1, 2000, direct deposit of paychecks shall be an available option.

During June of the school year, each nurse shall select the payroll plan of her choice for the following school year. Nurses new to the District shall make their selection when appointed.

Effective 7/1/00, Tax Sheltered annuity contributions shall be remitted promptly to T.S.A. providers when the monies are deducted from nurses' paychecks.

- G. If a regular pay date falls during a period when school is not in session, those nurses who have not chosen the direct deposit option shall be paid the salary due on such date on the last day prior to the closing of school.

ARTICLE XII

Personal Leave

- A. Leave for personal business, up to five (5) days during a school year, is provided for the purpose of attending to urgent personal business which cannot be attended to on a day or time other than that in which school is in session. Such leave may upon request be granted by the Superintendent if the reasons given and substantiation offered shall seem to him to be good and sufficient. However, in the case of the following reasons, the Superintendent's discretion will automatically be exercised in favor of the request:
1. A title closing on the personal residence of the nurse.
 2. Emergency medical or dental treatment of members of the nurse's immediate family.
 3. A death in the nurse's immediate family.
 4. The college graduation of a nurse's child or spouse.
- B. Provision is also made for use of two (2) of such five personal business days for "compelling personal reasons." This leave is intended to cover matters of extreme intimacy, which would require the presence of the nurse but for which the nature of the emergency precludes the stating of the specific reason. However, specific reasons for any requested personal business day must be given where such requested leave falls immediately following or preceding a holiday. This provision shall not be abused
- C. A nurse will be compensated at full pay while serving on jury duty during the school year provided they give reasonable prior written notice to the School District of her/his selection and she/he remits to the School District the amount of pay she/he received for jury duty.
- D. Nurses shall be entitled to utilize up to three (3) days in the aggregate of annual non-cumulative bereavement leave in the event of the death of an immediate family member(s).

ARTICLE XIII

Unpaid Leave of Absence

The present Board policy on unpaid child-care leave shall apply to the nurses.

ARTICLE XIV

Special Clothing & Equipment

- A. Special clothing and equipment required by the Board in connection with the performance of the duties of the nurses will be furnished by the Board.
- B. A reserved parking space, if possible, shall be provided so that nurses will have their cars readily available for emergency use.

ARTICLE XV

Negotiations

The Federation will submit negotiation proposals for a successor agreement to the Board by not later than February 1 of the last year of this Agreement. The Board will submit its proposals to the Federation by not later than February 10 of that year.

ARTICLE XVI

Superior Attendance Program

1. Nurse Leave Incentive Program

Nurses who have accumulated a minimum of 120 sick leave days may submit a request for a one-year leave of absence to the Board. If this leave is granted, the nurse will receive \$100 per day for each sick leave day returned to the Lakeland School District. Such sick leave days shall be deducted from the nurse's accumulated sick leave days. The nurses shall return to the Board not less than 50% nor more than 90% of his/her accumulation of sick leave days at January 30 prior to the commencement of such leave in order to be eligible to participate in this Program.

The number of leaves granted under this program will be determined by the Board and shall be limited to not more than 3 per year on a, School District-wide basis, distributed in the following manner where practicable:

Not more than 1 for the high school division; not more than 1 for the middle school division; and not more than 1 for the elementary division; with consideration given for

the educational services' and programs' needs of the respective buildings.

In those cases where a nurse is denied approval because of building needs, such nurse will receive priority consideration in the following year provided that eligibility is maintained in such year. It is expressly understood and agreed that, the number of leaves granted shall be determined solely by the Board, who shall have the absolute right to limit the number of leaves and participants including but without limitation, the right to determine that there shall be no such leaves granted.

2. Severance Plan

A. Effective July 1, 1992, the following new Severance Plan is created and the Continuing Superior Attendance Program and the Annual Superior Attendance Program contained in the expired Agreement are discontinued and deleted from the Agreement:

B. Eligibility: All nurses eligible for sick and personal leave with at least ten (10) years of active, continuous, credited service in New York State and at least ten (10) years of active, continuous service in the Lakeland Central School District, except all substitute nurses, upon separation from the District in good standing*, shall be eligible for payment in accordance with the terms of this plan.

C. Terms: (1) Upon separation from the District, eligible nurses will be paid \$65 for each sick and personal leave day which exceeds the difference between the product of the average annual nurses' sick and personal leave utilization** multiplied by the nurses' years of service from July 1, 1992 to separation, according to the formula in paragraph D below. For the purposes of this Severance Plan only, unused sick and personal leave days are considered to accumulate from year to year without limitation commencing on July 1, 1992. Additionally, eligible nurses with an accumulation of more than 100 sick leave days at June 30, 1992, upon separation, will receive an additional payment of \$55 for each sick leave day in excess of 100 at June 30, 1992, not to exceed a maximum of 90 additional sick leave days to be paid.

(2) Upon separation from the District, eligible nurses will be paid \$70.00 for each sick and personal leave day which exceeds the difference between the product of the average annual nurses' sick and personal leave utilization multiplied by the nurses' years of service from July 1, 2000 to separation and the nurses' utilization of sick and personal leave days from July 1, 2000 to separation, according to the formula in paragraph d., below. For purposes of this Severance Plan only, unused sick and personal leave days are considered to accumulate from year to year without limitation, commencing July 1, 1992.

- D. Formula: A = Average annual nurses' sick and personal leave utilization
Y1 = Years of service from July 1, 1992 to June 30, 1999
Y2 = Years of Service from July 1, 1999 to separation
U1 = Sick and personal leave days utilized from July 1, 1992 to June 30, 1999
U2 = Sick and personal leave days utilized from July 1, 1999 to separation

Days from July 1, 1992 to June 30, 1999:

Severance Plan Payment = $\$65.00 \times (\{A \times Y1\} - U1)$

Days from July 1, 1999 to separation

Severance Plan Payment = $\$70.00 \times (\{A \times Y2\} - U2)$

- E. *For purposes of this Severance Plan only, the term "in good standing" is agreed to mean a nurse separating from the District who has given at least 30 days written notice of his/her intent to separate (this is waived in the case of emergency situations) and who is separating of his/her own accord and not in the face of disciplinary charges, proceedings or determinations.
- F. **It is understood and agreed by the parties that the nurses' average annual sick and personal leave utilization is 9.5 days.

ARTICLE XVII

Enrollment of Non-Resident Nurses' Children

The Board will permit full-time permanent and probationary nurses, and part-time nurses, provided space and facilities are available, while employed by the Board, to enroll their non-resident children in the public schools of the Lakeland Central District of Shrub Oak ("Lakeland") under the following conditions:

1. The child (children) shall meet all enrollment eligibility requirements of Lakeland, with the exception of residency, in effect at the time of enrollment.
2. The nurse shall provide for and assume the cost of daily transportation to and from school for the child (children).
3. If feasible and practicable in the judgment of the Board, the wishes of nurse will be taken into consideration in the determination of placement.
4. Children with handicapping conditions of eligible nurses may be enrolled provided, the Board receives a written Individual Educational Plan approved by the Lakeland Committee on Special Education and the Board of Education of the home district of residence which indicates Lakeland as the most appropriate educational placement for the

child (children). Additionally, the Board of Education of the district of residence of the child (children) shall enter into a contract for the education of the child (children) with handicapping condition(s) agreeing to pay the full, prevailing tuition for the child (children) with handicapping condition(s) in effect for the period of enrollment.

5. The nurse shall pay the Board as tuition, the amount specified in paragraphs 6 and 7, below, for each non-resident child enrolled in the Lakeland schools, except for the child (children) with a handicapping condition(s) whose full tuition shall be paid by the school district of residence, as stated in paragraph 4, above.

6. The annual tuition rates per non-resident child for the 1986-87 regular school year are as follows:

One-half day kindergarten students, one hundred fifty dollars (\$150.00).

Full day kindergarten through grade 12 students, three hundred dollars (\$300.00).

For school years after 1986-87, the annual tuition rate shall be increased over the tuition rates in effect in the preceding year by the average Lakeland District-wide percentage tax rate increase levied for the current school year.

7. The nurse shall pay the tuition stated in paragraph 6, above, by:

- a. Executing a payroll deduction authorizing the Board to deduct tuition from the teacher's salary as specified by the School District's business office, or
- b. Paying one-half of the annual tuition for each child not later than ten (10) days after enrollment and paying the balance of the total tuition not later than February 10th of the current school year.

8. If a tuition adjustment shall become necessary due to an approved enrollment subsequent to the regular starting date or termination of an enrollment during the school year, the following shall be the basis of such adjustment:

- a. Ten percent (10%) of the annual tuition rate shall be paid for each full month of enrollment.
- b. Two and one-half percent (2 1/2%) of the annual tuition rate shall be paid for each week of enrollment of a partial month (not to exceed ten percent).
- c. Three (3) days of enrollment in a week shall be considered to be a full week of enrollment.

9. The Board shall have and retain the same powers with respect to the education of non-resident students enrolled under this contractual provision, as it has by law and regulations with respect to its resident students including, by way of example and not by way of limitation, the power to discipline and suspend students and to adjust their programs according to the needs and behavior of the individual students.

Upon meeting all of the conditions enumerated in subparagraphs I through 9, above, as determined by the Lakeland Superintendent of Schools, or his designee, the Board agrees to receive the children of eligible, non-resident nurses for instruction in the Lakeland schools.

The Board further agrees that, provided the conditions enumerated in subparagraphs I through 9 continue to be met by an eligible nurse, as determined by the Lakeland Superintendent of Schools, or his designee, and further provided such nurse continues to be employed by the Board, such nurse's children will continue to be received into the Lakeland schools for instruction without further application to the Board except for the initial application for each child.

ARTICLE XVIII

Sick Leave Bank

A. Participation

1. Participation by nurses shall be voluntary,
2. Each volunteer shall contribute a minimum of two sick leave days at the time he/she volunteers to participate.
3. In order to participate, a nurse shall complete an appropriate application form as provided by the Sick Leave Bank which shall be submitted to the Office of Human Resources and promptly forwarded to the Sick Leave Bank Committee.
4. Newly hired nurses in the District may apply for participation after one month of continuous service by completing the application form but they shall not be eligible for benefits until they have completed three months of continuous service after such application has been filed with the Committee.
 - a. Sick Leave Bank benefits for newly hired nurses in the District are limited during the first three years of their employment, as follows:

First Year – Utilization of Sick Leave Bank days shall be limited to twenty-four (24) days.

Second Year – Utilization of Sick Leave Bank days shall be limited to forty-eight (48) days less any Sick Leave Bank days used during the first year.

Third Year – Utilization of Sick Leave Bank days shall be limited to seventy-two (72) days less any Sick Leave Bank days used during the first and second years.

5. Unless limited by the provisions of paragraph 4.a., above, the maximum, lifetime Sick Leave Bank benefits for any one illness or injury, shall be limited to utilization of 366 Sick Leave Bank days (salary for two school years).
6. Nurses who have not volunteered to participate shall be able to do so by October 1st of each school year by completing the formal application form but they shall not be eligible for benefits until they shall have completed three months of continuous service after such application has been filed with the Committee.
7. Upon written notice to the Committee, nurses may withdraw from the Sick Leave Bank, but shall not withdraw their sick leave days' contributions. Nurses shall have no individual rights to sick leave days contributed to the Sick Leave Bank if they resign, retire, or otherwise leave the District.
8. In case the Sick Leave Bank is dissolved, the sick leave days remaining in the Bank shall be divided equally by the Committee among the then membership of the Sick Leave Bank.

B. Maximum Number of Days

1. The maximum number of the total sick leave days in the Sick Leave Bank shall be 1250. However, this number may be increased to permit nurses to join the Bank who have not previously been members.
2. If the number of sick leave days in the Bank shall fall below 200, then each participant shall be notified to contribute one additional sick leave day and may contribute any additional sick leave days on a voluntary basis. If the participants have exhausted sick leave days, then they must make a cash contribution equivalent to one day's pay for each sick leave day contributed.
3. A nurse returning to full time work after having exhausted all his/her allotted personal leave days and has received Sick Leave Bank benefits shall be granted 15 days of non-cumulative sick leave days for the school year in which he/she returns to work.

C. Sick Leave Bank Committee

1. The Committee shall be composed of five voting members: two members selected by the Board of Education and two members selected by the Lakeland Federation of Teachers and a practicing physician duly licensed in the State of New York selected by the other four members of the Committee.
2. In addition to participating as a voting member, the physician shall be responsible for advising Committee members in regard to the nature and seriousness of the illness or injury and the probable lengths or periods of medical care.
3. Cost of the physician member shall be shared equally by the Board of Education and the Lakeland Federation of Teachers.
4. The term of office for each Committee member appointed by the Board of Education and the Lakeland Federation of Teachers shall be two years. The term of office for the physician shall be for one year. All members may be reappointed.

D. Application for Benefits

1. Nurses who have exhausted their sick leave days and have a serious personal illness or disability requiring long periods of medical care, and who are unable to return to work on a full time basis, as determined by both the nurse's physician and the Sick Leave Bank Committee physician, may apply to the Sick Leave Bank Committee for utilization of Sick Leave Bank days. Full time nurses who are permitted to return to work on a part time basis, after having had a serious personal illness or disability, shall be paid on a pro-rata basis but shall otherwise be entitled to the same benefits as they had received as full time nurses. However, such nurses shall be entitled to receive from the Sick Leave Bank, such number of sick leave days as will equal the difference between the nurse's regular full time pay and the part-time pay received, subject, however, to the Sick Leave Bank provisions contained in Exhibit C.
2. Such application shall be in writing, submitted on forms supplied by the Committee, with all the information called for properly filled in, and shall be accompanied by the applicant's physician's report and prognosis. The Committee shall have the right to require the applicant to be examined by the School District's Chief Physical Medical Officer who shall have the right to receive and review any medical certificates and reports relating to the applicant. In addition, the Sick Leave Bank Committee Physician shall have the right to receive and review all medical reports and records of an applicant for Sick Leave Bank benefits which in his judgment pertain to the condition for which the application is made.

3. After evaluating all pertinent evidence, the Sick Leave Bank Committee shall decide on the eligibility of the nurse to receive Sick Leave Bank days in connection with the particular illness or disability.
4. The Sick Leave Bank Committee shall notify the nurse, the Board of Education and the Lakeland Federation of Teachers of its decision in each case.
5. Nurses who have been granted and have utilized 90 days of continuous Sick Leave Bank days, or 60 days of non-continuous Sick Leave Bank days, shall submit to the Committee a current written medical report and prognosis from their physician.
6. Application of the Sick Leave Bank plan in recurring or related illnesses shall be determined by the Committee. However, it is the intention of the Sick Leave Bank not to cover recurring illnesses such as asthma, allergies, rheumatism, etc.

E. Reports

The Sick Leave Bank Committee shall prepare a written Semi-Annual Status Report by July 1st and February 1st and deliver same to the Board of Education and the Lakeland Federation of Teachers.

LAKELAND CENTRAL SCHOOL DISTRICT
SHRUB OAK, NEW YORK

REQUEST FOR PARTICIPATION IN THE SICK LEAVE BANK

This form must be submitted to the Human Resource Office by newly hired nurses -upon completion of 30 days continuous service. For all other nurses, this form must be submitted prior to October 1st.

I wish to participate in the Sick Leave Bank _____

I do not wish to participate in the Sick Leave Bank

Name: _____ Signature: _____

Date: _____ School: _____

**LAKELAND CENTRAL SCHOOL DISTRICT
SHRUB OAK, NEW YORK**

(Submit to the Human Resource Office)

To the applicant:

Please submit with this application the following information:

1. Type of illness or disability.
2. Estimated length of absence from work.
3. Medical or other factual data to support the reason for such absence.

I agree that the Sick Leave Bank Committee shall have the right to receive and review medical reports and records pertaining to the condition described in item 1., above.

Name _____ Signature _____

Date _____ School _____

Date received by Sick Leave Bank Committee _____

Approved _____ Disapproved _____

Date _____ Signature _____

**LAKELAND CENTRAL SCHOOL DISTRICT
SHRUB OAK, NEW YORK**

CONTRIBUTIONS TO THE SICK LEAVE BANK

I wish to contribute _____ additional sick leave days to the Sick Leave Bank from my earned accumulated sick leave.

Name _____ Signature _____

Date _____ School _____

ARTICLE XIX

Seniority, Vacancies, Promotions

A. Seniority

The parties agree that seniority for nurses will be calculated similar to the methods used for the teaching staff.

B. Vacancies

The Board declares its support of a policy of filling vacancies from qualified personnel as reasonably determined by the Board within its own nursing staff. Whenever a vacancy arises or is anticipated, the Superintendent will promptly notify the Federation which will encourage interested nurses to apply to the Director of Human Resources. Each applicant on the staff shall receive an interview. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the District and other relevant factors. "Service in the District" means the number of days of employment as a probationary and permanently appointed nurse in the District.

C. Promotions

When, in the judgment of the Superintendent of Schools, or his administrative designee, two applicants of equal ability are being considered for vacancies, promotions or transfers, then seniority shall be controlling. Seniority means the greater number of days of employment as a probationary and permanently appointed nurse in the schools.

ARTICLE XX

Miscellaneous Provisions

- A.** Cost of printing this agreement will be shared equally between the Board and the Federation.
- B.** Professional Growth - The Board agrees to provide, upon application, the necessary funds within budgetary guidelines for nurses who desire to attend select professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board as well as the cost of the substitute nurse needed to relieve the participant. A nurse attending such a conference shall be granted sufficient leave time to attend without loss of compensation or benefits.


- C. Facilities - The parties agree that each school building shall have a health office space suitably equipped with a sink, access to an individual bathroom with a sink and any other necessary equipment. In the event of any changes, the Director of Pupil Personnel Services and the School Nurse Supervisor shall be consulted.
- D. This agreement constitutes the full and complete agreement of the parties and may be amended only by a written document signed by the Board of Education.
- E. Any provision of the agreement found to be contrary to law shall not be deemed valid but all other valid provision shall remain in effect.

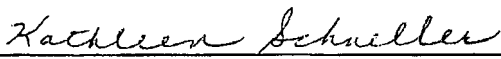
ARTICLE XXI

Duration of Agreement

- A. This agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2008.
- B. The Board and the Federation agree that all negotiable items have been discussed during the negotiations leading to this Agreement; and they further agree that negotiations shall not be reopened on any item whatsoever, whether contained in this Agreement or not, during the term of this Agreement.


**LAKELAND FEDERATION OF NURSES
AFFILIATED WITH THE LAKELAND
FEDERATION OF TEACHERS, LOCAL
1760, AFT, AFL-CIO**

By 
**Michael Lillis,
President, LFT**

By 
**Kathleen Schneller, LFN
Negotiations Team Member**

**BOARD OF EDUCATION,
LAKELAND CENTRAL SCHOOL
DISTRICT OF SHRUB OAK,
NEW YORK**

By 
President, Board of Education

By 
**Kenneth J. Connolly
Superintendent of Schools**

Appendix A

**LAKELAND CENTRAL SCHOOL DISTRICT
SHRUB OAK, NEW YORK**

SCHOOL CALENDAR – 2005 - 2006

Thursday	September 1	Superintendent's Conference Day
Monday	September 5	Labor Day
Tuesday	September 6	Schools Open
Monday	October 10	Columbus Day
Thursday	October 13	Yom Kippur
Tuesday	November 8	Superintendent's Conference Day
Friday	November 11	Veterans' Day
Thursday-Friday	November 24-25	Thanksgiving Recess
Monday-Friday	December 26-30	Winter Recess
Monday	January 16	Martin Luther King Day
Monday-Friday	February 20-24	Mid-winter Recess
Friday	March 24	Superintendent's Conference Day
Monday-Friday	April 10-14	Spring Recess
Monday	May 29	Memorial Day
Friday	June 23	Last Day of School

SNOW MAKE-UP DAYS

- #1 April 10
- #2 April 11
- #3 April 12
- #4 April 13

Adopted: _____

**LAKELAND CENTRAL SCHOOL DISTRICT
SHRUB OAK, NEW YORK**

SCHOOL CALENDAR – 2006-2007

Friday	September 1	Superintendent's Conference Day
Monday	September 4	Labor Day
Tuesday	September 5	Schools Open
Monday	October 2	Yom Kippur
Monday	October 9	Columbus Day
Tuesday	November 7	Superintendent's Conference Day
Wednesday – Friday	November 22-24	Thanksgiving Recess
Monday – Friday	December 25-29	Winter Recess
Monday	January 1	New Year's Day
Monday	January 15	Martin Luther King, Jr. Day
Monday – Friday	February 19-23	Mid-Winter Recess
Friday	March 23	Superintendent's Conference Day
Monday – Monday	April 2-9	Spring Recess
Friday – Monday	May 25-28	Memorial Day Weekend
Friday	June 22	Last Day of School

SNOW MAKE-UP DAYS

- #1 May 25
- #2 April 2
- #3 April 3
- #4 April 4

Adopted March 16, 2006

APPENDIX C

LAKELAND CENTRAL SCHOOL DISTRICT
Shrub Oak, New York

SCHOOL CALENDAR – 2007 - 2008

SNOW MAKE-UP DAYS

- #1
- #2
- #3
- #4

Adopted: _____

APPENDIX D

PUTNAM/NORTHERN WESTCHESTER HEALTH INSURANCE PLAN

ITEM 1: GOVERNANCE OF THE PLAN

The Trust establishing the Putnam/Northern Westchester Health Plan shall continue, and the powers of the Trustees to act on matters affecting the administration of the health insurance plan shall be in accordance with the following:

- A. The May 20, 1982 Memorandum establishing the Consortium shall expire except that the employees retiring on or after July 1, 1992, shall continue to receive no less than the minimal percentages of employer contributions towards health insurance coverage provided by the Statewide Plan/law as of June 1, 1982.
- B. There shall be a Joint Governance Board (Board) established which shall replace the management Finance Committee and the employee Governance Board. Such Board shall not exceed twelve (12) members in size and will be equally represented by representatives and alternates chosen by the participating employers and by the unions representing the employees of the participating employers.
- C. The Trustees shall serve as members of the Board, and a vote of the full Board may not later be neglected, amended or otherwise altered by the Trustees acting independently of the Board.
- D. The Board shall become operative on July 1, 1992.
- E. The powers of the Board shall include
 - 1. Changes and/or alterations to any existing health insurance benefit.
 - 2. The addition or deletion of any health insurance benefit.
 - 3. The evaluation of the current third party administrator(s) and the selection of any successor TPA(s) chosen after the effective date of this agreement. This power will not apply to the takeover of any aspect of the administration of the health insurance plan by the Putnam/Northern Westchester BOCES.
 - 4. Access to any and all fiscal or financial data available regarding the cost of operating the Trust and which in any way impacts the benefits provided by the Trust, including premiums paid by participating districts, audits, claims experience reports and data, administrative and consultation expenses charged to Trust, stipends, salaries or expenses paid to any firm(s), Trustee, vendor, or other individual(s) and charged to the Trust. The

right to establish premiums shall remain so as to keep the Board fully staffed at all times.

ITEM 11: THE HEALTH PLAN

Except as expressly amended herein, the health plan benefits in effect as of June 30, 1992, shall remain in effect when the Board assumes jurisdiction over the Plan on July 1, 1992. Any change in any aspect of the Plan not specifically set forth herein must be made by a majority vote of the full Board.

ITEM III: THE COLLECTIVE BARGAINING AGREEMENTS

- A. As a condition to joining the Plan, a participating school district must agree to incorporate the following clause in every employee bargaining unit's collective bargaining agreement under the article or section of the contract which describes how health insurance benefits are provided to each employee of that district:

Between July 1, 1992 and June 30, 1995, no changes in member responsibility for health insurance premium costs may be made for any category of membership, covered by the Plan.

- B. Any 1982 or other "floor year" language found in several collective bargaining agreements shall be eliminated.
- C. Each participating district and each union within each district shall approve participation in the Plan as described herein, in accordance with its own by-laws or procedures.
- D. Save for A. through C. above, this agreement imposes no other limitations on the collective bargaining agreements of any district(s) or union(s) wishing to participate in the Plan.
- E. In districts where contracts remain unsettled as of July 1, 1992, the Trust may administer health insurance based on the level of benefits in effect on June 1, 1982. The Trust will not continue to administer the Plan currently in effect beyond June 30, 1992 to any district. The Trust will not administer the July 1, 1992 Plan on behalf of members, of any bargaining unit unless there is a collective bargaining agreement or a memorandum of agreement on health insurance in place that is consistent with III A. and B. above.

In the event a district(s) requests that the Trust administer the June 1, 1982 Plan, the district's(s) experience shall be separately rated and that district(s) will be billed separately. Any and all administrative costs, including printing, incurred by a district's(s) opting for the 1982 level of benefits will be borne entirely by the district(s) and not commingled with the costs of administering the 7/1/92 Plan.

ITEM IV: COMMENCEMENT AND TERMINATION OF THE PLAN

- A. The Plan as outlined herein shall become effective on July 1, 1992.
- B. In the event the Board fails to extend this agreement beyond June 30, 1995, the Plan benefits will be frozen, except that the UCR formulas, the indexing of deductibles and of out-of-pocket annual maximum payments will continue to be adjusted as agreed to herein. The Plan benefits will remain frozen until there is a successor agreement by the Board to extend, amend, or terminate the Plan.
- C. If a member district, after June 30, 1995, decides to withdraw from the Consortium, the district will be obligated to provide a plan of benefits equal to the plan of benefits in existence at the time of withdrawal.

ITEM V: RELEASE TIME FOR BOARD MEMBERS

Employee members of the Board will be released from work to attend any scheduled meeting of the Board or meetings of subcommittees as authorized by the Board.

ITEM VI: RESOLUTION OF DISPUTES OVER INTERPRETATION OF ITEMS IN

- A. If the majority of the full Board fails to agree on the meaning or interpretation of any of the terms of Items I through V. of this agreement, the issue shall be submitted to a mutually acceptable and recognized neutral (third party) no later than sixty (60) calendar days after the date the dispute is acknowledged. Resolution must be no later than sixty (60) days after receipt by the third party. The power of the third party shall be limited to, the resolution of the meaning and/or interpretation of specific language found in this Agreement, and, the third party shall not be empowered to add to, alter, amend, or delete any of the terms of this Agreement. The Board agrees to abide by the opinion of the third party.
- B. The cost of the third party shall be borne equally by the employers and unions participating in the Plan, and not be charged to the Plan.
- C. If a majority of the full Board cannot agree on a mutually acceptable and third party, two names will be submitted and the third party will be chosen by draw.

A third party having a relationship with any district, bargaining unit, state or national educational association or having any interest, financial or otherwise, cannot be recommended or selected.

ITEM VII: SPECIFIC CHANGES TO THE HEALTH INSURANCE PLAN

- A. Increase in **MAJOR DEDUCTIBLES** from current to \$254/\$762 per calendar year effective January 1, 2003 through December 31, 2004.
- B. Increase in **OUT OF POCKET MAXIMUMS** for coinsurance, excluding deductibles, to \$1524 effective from January 1, 2003 to December 31, 2004.
- C. **INDEXING:**

- 1. Effective July 1, 2002 A. and B. above shall be subject to indexed increases or decreases, based on:

The aggregate increase or decrease in the cost of providing the health insurance program offered by the Consortium for the period July 1, 2002 through June 30, 2005.

For subsequent years, January through December, the increase or decrease in the indexing of deductibles and out-of-pocket expenses will be based on the percentage increase or decrease of the preceding July 1 through June 30 aggregate experience of the Consortium Health Insurance Plan.

- 2. The deductibles and out-of-pocket maximums of the Consortium shall not exceed the deductibles and out-of-pocket maximums of the Empire Plan.
- D. **PRESCRIPTION DRUGS** - Maximum out-of-pocket per family per year shall be \$1000 until December 31, 2004.
 - 1. The co-payment feature for prescription drugs shall be \$10 for preferred generic drugs effective through December 31, 2004.
 - 2. The co-payment feature for preferred non-generic prescription drugs shall be \$20.
 - 3. The co-payment for non-preferred prescription drugs shall be \$30.
 - 4. An optional mail order program will be provided with co-payments for preferred generic, preferred non-generic or non-preferred prescription drugs as listed in I - 3 above.
 - 5. Preferred drugs are identified on the formulary. The formulary is a listing of drugs which identifies the applicable co-payments.

E. **MEDICAL COORDINATION OF BENEFITS:**

- 1. Working Spouse Rule (Applies only to spouses working outside the districts comprising the

Consortium).

(a) The Rule:

Effective July 1, 1992, the working spouse of an employee/retiree must take health insurance coverage, hospital, medical/surgical and prescription drug, offered by his/her employer or incur the penalties listed under (1) through (5) below. A working spouse will not be covered under the Consortium's plan if he/she fails to take his/her employer's plan as primary coverage for him/herself in favor of a cash settlement or in order to obtain other benefits that may be available through a "Cafeteria Plan."

This general principle is modified by certain conditions:

(1) Any spouse earning over the average of the MA60 step 15 level of the districts comprising the Consortium will not be eligible for dependent coverage under the Consortium health plan, unless enrolled in a health plan of their own, which provides primary coverage.

(2) If a working spouse earns over the average of the MA60 step 15 level of the districts comprising the Consortium and does not enroll in his/her employer's health plan, but does not receive payment and/or other benefits in lieu of health insurance, the Consortium will provide coinsurance as if the spouse received primary benefits equal to the benefits under the Consortium. In addition, no caps would be applicable for any expenses incurred by the working spouse for prescription drugs, for deductibles and for out-of-pocket expenses.

(3) However, if a working spouse earning less than the average of the MA60 step 15 level of the districts comprising the Consortium must contribute more than 50% of the premium for individual coverage, the working spouse does not have to enroll in the health insurance plan of his/her employer to be eligible for dependent coverage under the Consortium health plan.

(4) In addition, if a working spouse earning less than the average of the NIA60 step 15 level of the districts comprising the Consortium must contribute more than 65% of the premium for family coverage, the working spouse does not have to enroll in the health insurance plan of his/her employer to be eligible for dependent coverage under the Consortium health plan.

(5) If, under the birthday rule, the spouse's plan is considered primary, that spouse will be required to carry family coverage to cover all eligible dependents, except in cases described in (4) above, and the spouse declines his/her coverage, both the spouse and eligible dependents will be covered as described in (2) above.

(b) Working Spouse Rule Specifies:

The working spouse rule is effective beginning July 1, 1992.

As of that date, any working spouse who qualifies must enroll in his/her employer's plan as of the first available enrollment date. If the spouse's open enrollment period occurs prior to that date, the spouse must elect coverage for July 1, 2002.

If the working spouse (and any eligible dependents), is covered under his/her employer's plan, additional benefits payable under the Consortium's plan, if any, shall be determined in accordance with the Consortium's existing coordination of benefits rules.

If the working spouse becomes ineligible for his/her employer's health insurance coverage due to termination of employment or leave of absence, that individual (and any eligible dependents) may be covered under the Consortium's medical plan, effective at the time the spouse loses coverage.

The employee must notify his/her district benefits representative in writing immediately to qualify for coverage. The Consortium may also require written proof from the spouse's employer as to loss of coverage.

Each employee will be required to certify annually the employment status of his/her spouse and the health insurance coverage provided or made available by the spouse's employer.

(c) Dependent Coverage:

When both spouses are working and have health insurance coverage through their employers, responsibility for primary coverage of their eligible dependents will be determined in accordance with the "birthday rule". That is, the responsibility for primary coverage falls to the parent having the earlier birthday in the calendar year, or, in the event that the birthdays occur on the same day, the employer-provided health plan that has covered the parent the longest.

If, under the birthday rule, the spouse's plan is considered primary, that spouse will be required to take out family coverage, to cover all eligible dependents. In such a case, the Consortium will assume the dependents to be covered primarily under the spouse's plan, regardless of whether the spouse has elected to cover them. If the spouse neglects to cover the dependents when required, those dependents shall be excluded from coverage under the Consortium's plan.

F. EXCLUSION LIMITS

1. Felony - No payments will be made for medical services required for any employee or dependent if such services are required as a result of the employee and/or the dependent convicted of a felony.

2. Fraud and incorrect information - Any person who knowingly and with intent to defraud any insurance company, or other person, files a statement of claim containing false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and the Consortium will pursue its remedies to the full extent of the law, including non payment of claims. If it is determined that incorrect enrollment or coordination of benefits information is maintained due to an employee's failure to properly update records, then coverage for any claim covered by the inaccurate data will be suspended for the period of time that the enrollment/coordination of benefits records are in error.
3. DWI - The Consortium Plan will pay up to the limits of the convicted enrollee's primary coverage purchased by the enrollee and not part of the Consortium Plan. In no case will Consortium Plan payment exceed the limits of any coverage provided by the Consortium Plan.
4. Pre-existing Condition Exclusion – There is an 11 month waiting period for new employees and their families for any condition, injury or disease for which medical treatment or advice was received within a six month period prior to the effective date of coverage. The exclusionary period shall be reduced by the length of time that the individual was covered under a prior health plan. Any coverage under a prior health plan which was followed by a gap in coverage of more than ninety (90) days shall not be considered.
5. Subrogation - Payment of benefits will be made for Covered Charges that you or one of your dependents incur due to an injury or an illness for which a third party is liable. However, if you recover damages from the third party (for example, in a lawsuit), you must reimburse the Plan Administrator for the benefits paid, on your behalf, from such recovered damages. If you or your dependent are involved in such a case, you must sign any appropriate form the Plan Administrator may require to enforce its right of recovery. Also, you must not prejudice the Plan Administrator's right of recovery without its consent.
6. Filing deadline for claims - shall not exceed 90 days in the calendar year following the year in which the claim was incurred, except when a Coordination of Benefits is involved.
7. Coordination of Benefits filing must be accomplished within thirty (30) days of final settlement of the primary claim, or secondary in the event of multiple coverage.

G. CASE MANAGEMENT

1. The primary reason for managed care is to provide the most appropriate care for a member suffering from a catastrophic long-term condition requiring a long-term recovery period.
2. In cases where there is a disagreement between a patient's provider(s) and the managed care

coordinator, the Board will serve as the final arbiter in settlement of such disputes.

3. For specific medical issues, the Board will rely upon the services of a medically qualified neutral third party to resolve disputes.

H. PREFERRED PROVIDER ORGANIZATION (PPO)

1. A sub-committee of the Board will convene to begin work which might improve member benefits and also generate future cost savings to the Plan.
2. In determining whether a drug or certain procedure is experimental, *FDA* guidelines and lists will be used for drugs and Medicare guidelines and lists used for surgical procedures and other services.

